UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE BOARD OF PATENT APPEALS
AND INTERFERENCES

Ex parte BJORNAR EVENSHAUG and HARALD SVERDRUP-THYGESON

Appeal No. 2006-1568
Application No. 09/676,018

ON BRIEF

Before LEVY, NAPPI, and FETTING, **Administrative Patent Judges**.
FETTING, **Administrative Patent Judge.**

DECISION ON APPEAL

This is a decision on appeal under 35 U.S.C. §134 from the examiner's final rejection of claims 1 through 51. Subsequent to the final rejection, the appellants cancelled claims 38 and 39, leaving claims 1 through 37 and 40 through 51 for appeal, which are all of the claims pending in this application.

We REVERSE and MAKE A NEW GROUND OF REJECTION UNDER 37 CFR § 41.50(b).

BACKGROUND

The appellants' invention relates to a data structure, and method and system for creating the data structure. The data structure represents a reinsurance contract. An understanding of the invention can be derived from a reading of exemplary claim 1, which is reproduced below.

> 1. A carrier medium comprising program instructions for amending one or more conditions of a reinsurance contract, wherein the program instructions are computer-executable to implement a method of:
>
> identifying an inheritable class of objects to represent the one or more conditions of a reinsurance contract, wherein the reinsurance contract is represented by an reinsurance contract object, wherein the reinsurance contract object is a parent of a section object;
>
> creating an instance of the inheritable class of objects to identify a condition object, wherein the condition object is a child of the section object; and
>
> configuring properties and methods of the condition object consistent with the reinsurance contract to define an amended reinsurance contract;
>
> wherein the reinsurance contract comprises the transfer by a first insurer of at least a portion of the risk associated with a primary insurance contract to a second insurer to provide protection to the first insurer against the risk associated with the primary insurance contract.

PRIOR ART

The prior art references of record relied upon by the examiner in rejecting the appealed claims are:

Kelly et al. (Kelly)	5,806,042	September 8, 1998
Underwood	5,873,066	February 16, 1999
Copeland	5,946,694	August 31, 1999

In addition, we make the following art of record:

Miller et al. (Miller) 5,446,653 August 29, 1995

Daskalopulu and Sergot, (Daskalopulu) A Constraint Driven System for Contract Assembly, Proceedings of the 5th International Conference on Artificial Intelligence and Law, pp. 62-70, ISBN 0-89791-758-8, 1995

Lauritsen, Knowing Documents, Proceedings of the 4th International Conference on Artificial Intelligence and Law, pp. 184-191, ISBN 0-89791-606-9, 1993

American Insurance Group (AIG), 1997 Form 10-K, SEC Accession No. 0000950123-97-002720, 3/28/97, p.1-5; 48-49

REJECTIONS

Claims 1 to 32 and 47 to 51 stand rejected under 35 U.S.C. § 103 as being unpatentable as obvious over Copeland in view of Underwood and Kelly.

Claims 33 to 37 and 40 to 46 stand rejected under 35 U.S.C. § 103 as being unpatentable as obvious over Underwood in view Copeland of and Kelly.

Rather than reiterate the conflicting viewpoints advanced by the examiner and appellants regarding the above-noted rejections, we make reference to the examiner's answer (mailed October 18, 2005) for the reasoning in support of the rejection, and to appellants' brief (filed August 1, 2005) and reply brief (filed December 27, 2005) for the arguments thereagainst.

OPINION

In reaching our decision in this appeal, we have given careful consideration to appellants' specification and claims, to the applied prior art references, and to the respective positions articulated by appellants and the examiner. As a consequence of our review, we make the determinations that follow.

Claims 1 to 32 and 47 to 51 rejected under 35 U.S.C. § 103 as being unpatentable as obvious over Copeland in view of Underwood and Kelly.

As to independent claims 1, 15, 27 and 47, the examiner has applied Copeland to the claimed subject matter for its description of a data structure representing an insurance contract that uses inheritable classes of objects, and adds the teachings of Underwood for its application to reinsurance contracts, and Kelly for its teachings of transferring of risk under a reinsurance contract. (Answer 3-4).

Copeland describes object oriented solutions for legacy systems in which object instances referred to as Managed Object Assemblies, comprised of data objects, mixin objects and managed objects, may be used.

The appellants argue that

> Copeland in view of Underwood and Kelly do not teach or suggest "identifying an inheritable class of objects to represent the one or more conditions of a reinsurance contract, wherein the reinsurance contract is represented by an reinsurance contract object, wherein the reinsurance contract object is a parent of a section object; creating an instance of the inheritable class of objects to identify a condition object, wherein the condition object is a child of the section object" as recited in claim 1. The Examiner relies on a "mixin object" disclosed in Copeland for recited "section object" and a "data object" disclosed in Copeland for the recited "condition object". . . .

> Neither the cited text nor cited FIG. 3 of Copeland teaches or suggests the parent-child relationships recited in claim 1. Copeland discloses "a managed object assembly (MOA)" that includes a "mixin object", a "data object", and a "managed object". (Copeland, column 9, lines 46-47). The mixin objects of Copeland embody system and infrastructure related functions (Copeland, column 6, lines 33-60). The data objects of Copeland include data that allows a program to map data to the appropriate physical Storage unit (Copeland, column 5, lines 20-35). The "mixin object" and the "data object" are each described and depicted at the same level of the MOA (See, e.g., Copeland, FIG. 2). Even if the "mixin object" of Copeland corresponded to a "section object" as recited in claim 1 and the "data object" of Copeland corresponded to a "condition object" as recited in claim 1, nothing in Copeland teaches or suggests that the mixin object is a child of an insurance contract object, or that the data object is a child of the mixin object.
> (Br. 6-7).

The examiner responds

> In response to Appellants' first argument, it should be initially noted that the Examiner is relying the "business object" as the insurance object, the "mixin object" as the section object and the "data object" as the condition object (see Figure 3 for a representation of the hierarchy described in Copeland). The Examiner respectfully submits that this hierarchy clearly shows the parent-child relationship between the business object and mixin object and between the mixin object and the data object. An example of this relationship, with respect to the business object and mixin object, can be seen in how the business objects interact with the mixin objects in the proper business environment (see column 2, lines 60-63 and column 6, lines 33-38, a proper business environment including an insurance environment). Furthermore, it is respectfully submitted that the mere labeling of two objects as parent and child, as is the case in claim 1, does not explicitly require the inheritance of any properties from the parent to the child. Therefore, it should be noted that claim 1 is not limited to a method that includes the steps of inheriting any properties from each recited "parent" object to each recited "child" object.
> (Answer 16).

To this, the appellants respond

> In the Examiner's Answer, the Examiner contends that Copeland discloses a parent-child relationship between an insurance object and a section object, and a parent-child relationship between a section object

and a condition object. Claim 1 recites in part: "wherein the reinsurance contract object is a parent of a section object" and "wherein the condition object is a child of the section object". The Examiner relies on a "business object" disclosed in Copeland as an "insurance object", a "mixin object" disclosed in Copeland as a section object, and a "data object" disclosed in Copeland as a condition object. The Examiner points to Figure 3 as "a representation of the hierarchy described in Copeland". The Examiner further contends that "this hierarchy" shows a parent-child relationship between the business object and mixin object and between the mixin object and data object. As discussed below, however, neither the cited portions of Copeland nor Figure 3 disclose a parent-child relationship between the business objects and the mixin objects, or between the mixin objects and the data objects.

The Examiner contends that the parent-child relationship between the "business object" and "mixin object" can be seen in "how the business objects interact with the mixin object in the proper business environment." The Examiner cites Copeland, col. 2, lines 60-63 and col. 6, lines 33-38. Copeland discloses: "the functions of setting up the execution environment for the business objects and legacy system are implemented in a category of objects termed 'mixin objects.'" Copeland also discloses that mixin objects contain" a model of the various systems functions and descriptions of how business objects interact with them." Nothing the cited portions of Copeland, however, disclose that the business object is a parent of the mixin object. As to Figure 3, this Figure depicts vertical lines arranged from left to right representing "client", "managed object", "business object", "mixin object", "data object", and "legacy system", and horizontal arrows connecting various boxes on the lines. The horizontal arrows represent method calls (see, e.g., Copeland, column 10, lines 9-16). Figure 3 does not, however, disclose a parent- child relationship between the business object and the mixin object. Indeed, in Figure 3, the representative business object does not even call any of the mixin objects, let alone is the business object depicted as a parent of any of the mixin objects.

The Examiner asserts that an example of a parent-child relationship between the "mixin object" and the "data object" is disclosed in column 11, lines 2-11. Copeland discloses that the mixin object calls the store Data () method on the data object. Copeland further discloses that mixin objects and data objects can be "changed and updated to accommodate alternative infrastructure requirements and the business domain logic can remain unchanged." Nothing in the cited portions of Copeland, however, discloses that the mixin object is a parent of the data object. Also, as discussed above with respect to FIG. 3, the horizontal arrow from the mixin object to the data object represents a method call, not a parent-child relationship. Appellants note that FIG. 2 of Copeland depicting both mixin object 212 and data object 214 as clouds within a larger cloud for managed object assembly 123 - thus the mixin object and the data object

> are shown at the same level of the managed object assembly, not related as parent and child.
> (Reply Br. 2-3).

Essentially, the examiner has identified three different sets of objects in Copeland, business objects, data objects and mixin objects, and has asserted that they can read on the claimed contract, section and condition objects. The examiner provides no showing as to how the attributes of the three identified objects meet the attributes of the claimed objects. More critically, as the appellants argue, the examiner cannot show the three levels of hierarchy among the identified objects as among the claimed objects. As argued by the appellants, Copeland Fig. 3 shows exemplary calls between objects for a hypothetical initial call (Copeland col. 10, lines 25-56). This figure is not a class hierarchy diagram. Instead, as Copeland makes clear in describing each of the terms in col. 4 line 65 through col. 5 line 54, each of the managed, data and mixin objects are at the same level of subordination relative to a business object which forms a managed object assembly. Therefore, we find the examiner's arguments to be unpersuasive as to independent claims 1, 15, 27 and 47, and to the claims that depend from them.

Accordingly, we **do not sustain** the examiner's rejection of claims 1 to 32 and 47 to 51 as rejected under 35 U.S.C. § 103 as being unpatentable as obvious over Copeland in view of Underwood and Kelly.

Claims 33 to 37 and 40 to 46 rejected under 35 U.S.C. § 103 as being unpatentable as obvious over Underwood in view Copeland of and Kelly.

The examiner has applied the same references as in the first rejection, *supra*, but has couched the rejection as a different sequence because of the examiner's analysis in applying art to the claims. As to independent claim 33, the examiner has again relied on Copeland for the teaching of software objects in implementing insurance contracts, and has relied on Underwood for teaching of a graphical user interface, and has again relied on Kelly to describe the function of a reinsurance contract. Claim 33 does not contain the three level class hierarchy of claims 1, 15, 27 and 47 discussed in the previous rejection, but instead contains subject matter regarding insured period objects and life cycle phase objects. The appellants argue

> The Examiner admits that Underwood does not explicitly teach an insurance period object comprising one or more life cycle phase objects, wherein each life cycle phase object identifies a particular phase in a life cycle of the particular reinsurance contract during a particular time period. The Examiner contends, however, that Copeland teaches "such a life cycle phase object feature." Copeland discloses using a factory to create managed object assemb/iies and a "removes()" method to destroy the methods, in order to remedy a purported deficiency in the "C++ life cycle model" (Copeland, column 8, lines 5-12). The "life cycle model" mentioned in Copeland appears to relate to a life cycle model for <u>software</u>. The Copeland reference to "life cycle" does not relate to <u>a life cycle phase in the life cycle of a reinsurance contract during a particular time period</u> (e.g., new quote requested, renewal offered) (See, e.g., Appellants' specification on page 40, lines 18-25). Underwood, Copeland, and Kelly do not teach or suggest an insured period object comprises one or more life cycle phase objects wherein each life cycle phase object identifies a particular phase in a life cycle of the particular reinsurance contract during the particular time period.
> (Br. 11-12).

The examiner responds that

> In response to the Final argument, it is noted that the Appellant has again relied upon portions of the specification to define the scope of the claims. In particular, it is asserted that, based on the specification, the life cycle phase as claimed refers to a phase of a reinsurance contract. However, it is respectfully submitted that, given the broadest reasonable interpretation to one of ordinary skill in the art, such a limitation is not explicitly required by the claims. For example, with respect to claim 27, although the claims requires the life cycle phase objects to be derived from the multi-dimensional reinsurance contract framework, the claim does not explicitly define this object as a phase of a reinsurance contract. Moreover, since the life cycle model of Copeland is derived form the object-oriented framework (described in a preferred embodiment as an insurance policy framework), it is respectfully submitted that this teaching of Copeland is a type of life cycle phase object as recited in the claims. Although the claims are interpreted in light of the specification, limitations from the specification are not read into the claims. See *In re Van Geuns*, 988 F.2d 1181,26 USPQ2d 1057 (Fed. Cir. 1993).
> (Answer 19-20).

The appellants then reply

> The Examiner's Answer does not specifically respond to Appellants' arguments made with respect to claim 33. Claim 33 recites in part: "wherein each insured period object comprises one or more life cycle phase objects, and wherein each life cycle phase object identifies a particular phase in a life cycle of the particular reinsurance contract during the particular time period". As discussed above with respect to claim 27, Copeland discusses the "life cycle" in the context of object-oriented programming. Copeland does not mention "life cycle phases." In addition, Copeland does not teach or suggest an insured period object comprises one or more life cycle phase objects. Furthermore, Copeland does not teach or suggest life cycle phase objects identifying a particular phase in a life cycle of a particular reinsurance contract during a particular time period. For at least these reasons, claim 33 and the claims dependent thereon are not obvious over Underwood in view of Copeland and further in view of Kelly, and are thus allowable.
> (Reply Br. 8).

We must agree with the appellants that Copeland makes no reference to insured period objects and life cycle phase objects. The portion of Copeland the examiner refers to does indeed refer to a life cycle model, but, as the appellants argue, this is not

a class or object, but a process for recycling all objects, and having nothing related to insured period objects and life cycle phase objects. Therefore, we find the examiner's arguments to be unpersuasive as to independent claim 33 and the claim that depend from it.

Accordingly, we **do not sustain** the examiner's rejection of claims 33 to 37 and 40 to 46 as rejected under 35 U.S.C. § 103 as being unpatentable as obvious over Underwood in view Copeland of and Kelly.

NEW GROUNDS OF REJECTION UNDER 37 CFR § 41.50(b)

Pursuant to 37 CFR § 41.50(b), we enter the following new grounds of rejection:

Claims 1 through 14, 33 through 37 and 40 through 46 are rejected under 35 U.S.C. § 101 as being directed toward non-statutory subject matter. In particular, these claims are to a carrier medium. The specification includes within the scope of a carrier medium, "transmission media, such as electrical, electromagnetic, or digital signals, conveyed via a communication medium."

Claims that recite nothing but the physical characteristics of a form of energy, such as a frequency, voltage, or the strength of a magnetic field, define energy or magnetism, per se, and as such are nonstatutory natural phenomena. *O'Reilly,* 56 U.S. (15 How.) at 112-14. Moreover, it does not appear that a claim reciting a signal encoded with functional descriptive material falls within any of the categories of patentable subject matter set forth in § 101.

First, a claimed signal is clearly not a "process" under § 101 because it is not a series of steps. The other three § 101 classes of machine, compositions of matter and manufactures "relate to structural entities and can be grouped as 'product' claims in order to contrast them with process claims." 1 D. Chisum, Patents § 1.02 (1994). The three product classes have traditionally required physical structure or material.

"The term machine includes every mechanical device or combination of mechanical device or combination of mechanical powers and devices to perform some function and produce a certain effect or result." *Corning v. Burden*, 56 U.S. (15 How.) 252, 267 (1854). A modern definition of machine would no doubt include electronic devices which perform functions. Indeed, devices such as flip-flops and computers are referred to in computer science as sequential machines. A claimed signal has no physical structure, does not itself perform any useful, concrete and tangible result and, thus, does not fit within the definition of a machine.

A "composition of matter" "covers all compositions of two or more substances and includes all composite articles, whether they be results of chemical union, or of mechanical mixture, or whether they be gases, fluids, powders or solids." *Shell Development Co. v. Watson,* 149 F. Supp. 279, 280, 113 USPQ 265, 266 (D.D.C. 1957), aff'd, 252 F.2d 861, 116 USPQ 428 (D.C. Cir. 1958). A claimed signal is not matter, but a form of energy, and therefore is not a composition of matter.

The Supreme Court has read the term "manufacture" in accordance with its dictionary definition to mean "the production of articles for use from raw or prepared materials by giving to these materials new forms, qualities, properties, or combinations,

whether by hand-labor or by machinery." *Diamond v. Chakrabarty*, 447 U.S. 303, 308, 206 USPQ 193, 196-97 (1980) (quoting *American Fruit Growers, Inc. v. Brogdex Co.*, 283 U.S. 1, 11, 8 USPQ 131, 133 (1931), which, in turn, quotes the Century Dictionary). Other courts have applied similar definitions. See *American Disappearing Bed Co. v. Arnaelsteen*, 182 F. 324, 325 (9th Cir. 1910), cert. denied, 220 U.S. 622 (1911). These definitions require physical substance, which a claimed signal does not have. Congress can be presumed to be aware of an administrative or judicial interpretation of a statute and to adopt that interpretation when it re-enacts a statute without change. *Lorillard v. Pons*, 434 U.S. 575, 580 (1978). Thus, Congress must be presumed to have been aware of the interpretation of manufacture in American Fruit Growers when it passed the 1952 Patent Act.

A manufacture is also defined as the residual class of product. 1 Chisum, § 1.02[3] (citing W. Robinson, The Law of Patents for Useful Inventions 270 (1890)). A product is a tangible physical article or object, some form of matter, which a signal is not. That the other two product classes, machine and composition of matter, require physical matter is evidence that a manufacture was also intended to require physical matter. A signal, a form of energy, does not fall within either of the two definitions of manufacture. Thus, a signal does not fall within one of the four statutory classes of § 101.

Independent claims 1, 15, 27, 33 and 47 are rejected under 35 U.S.C. § 103 as being unpatentable as obvious over Daskalopulu, Lauritsen, AIG and Miller.

Daskalopulu describes the creation of contracts with structured documents instantiated as objects (referred to as "instances" by Daskalopulu), that have a hierarchical relation of the contract being composed of sections, which in turn are composed of sub-sections, paragraphs, sub-paragraphs, sentences, phrases and fragments (Daskalopulu 63). We note that insurance is the assumption of risk dependent on the presence of specified conditions and therefore Daskalopulu's sub-section, paragraphs, etc. will specific conditions in an insurance contract document. Daskalopulu specificies an insurance contract as among the species of the genus contract and describes one manifestation of a contract life cycle in the creation of versions of particular units within the contract (Daskalopulu 64).

Lauritsen describes the use of the Standard Generalized Markup Language (SGML) for the creation of legal documents having hierarchical structure (Lauritsen 186), where the document and its contents are instances of classes, i.e. objects, (Luaritsen 187) that are divided into sections, sub-sections, paragraphs, sentences, phrases, words and strings (Lauritsen 189).

AIG is an annual report for one of the largest insurance companies that contains a section on reinsurance (AIG 48) and describes what reinsurance is, being excess loss contracts that transfers risk within insurance contracts to the reinsurer, and provides evidence of the widespread notoriety of reinsurance contracts as species of the genus insurance contracts.

Miller describes a system for generating documents such as insurance contracts that incorporate life-cycle instances of insurance clauses for history (col. 3 lines 49-58).

It would have been obvious to a person of ordinary skill in the art to have applied Lauritsen to Daskalopulu because of the implementation details Lauritsen provides regarding structured documents such as Daskalopulu's insurance contracts. It would have been obvious to a person of ordinary skill in the art to have applied Miller to Daskalopulu because of the implementation details Miller provides regarding production of insurance contracts such as Daskalopulu's. AIG provides evidence of the notoriety that many of Daskalopulu's insurance contracts would have been re-insurance contracts.

In view of this combination of the prior art so motivated to a person of ordinary skill in the art, the prior art is applied against the claims as follows:

> 1. A carrier medium comprising program instructions for amending one or more conditions of a reinsurance contract, wherein the program instructions are computer-executable to implement (Miller col. 1 lines 10-15; a reinsurance contract is a species of the insurance contract genus taught by AIG) a method of:
>
> identifying an inheritable class of objects to represent the one or more conditions of a reinsurance contract; wherein the reinsurance contract is represented by an reinsurance contract object , wherein the reinsurance contract object is a parent of a section object (insurance contracts Daskalopulu 65; Contract-Section-Condition Daskalopulu 63; contract components expressed as objects Lauritsen 187);
>
> creating an instance of the inheritable class of objects to identify a condition object, wherein the condition object is a child of the section object (Lauritsen 187, 189); and
>
> configuring properties and methods of the condition object consistent with the reinsurance contract to define an amended reinsurance contract (Miller col. 3 lines 49-58);
>
> wherein the reinsurance contract comprises the transfer by a first insurer of at least a portion of the risk associated with a primary insurance contract to a second insurer to provide protection to the first insurer

against the risk associated with the primary insurance contract (Definition of a reinsurance contract, as evidenced by AIG 48, REINSURANCE).

15. A method comprising program instructions for amending one or more conditions of a reinsurance contract (Miller col. 1 lines 10-15; a reinsurance contract is a species of the insurance contract genus taught by AIG), wherein the method comprises:

identifying an inheritable class of objects to represent the one or more conditions of a reinsurance contract , wherein the reinsurance contract is represented by an reinsurance contract object , wherein the reinsurance contract object is a parent of a section object (insurance contracts Daskalopulu 65; Contract-Section-Condition Daskalopulu 63; contract components expressed as objects Lauritsen 187);

creating an instance of the inheritable class of objects to identify a condition object, wherein the condition object is a child of the section object (Lauritsen 187, 189); and

configuring properties and methods of the condition object consistent with the reinsurance contract to define an amended reinsurance contract (Miller col. 3 lines 49-58, - we note that an amendment is a change as described by Miller);

wherein the reinsurance contract comprises the transfer by a first insurer of at least a portion of the risk associated with a primary insurance contract to a second insurer to provide protection to the first insurer against the risk associated with the primary insurance contract (Definition of a reinsurance contract, as evidenced by AIG 48, REINSURANCE).

27. A system for reinsurance transaction processing, comprising:

a reinsurance contract framework (Miller col. 1 lines 10-15; a reinsurance contract is a species of the insurance contract genus taught by AIG- we note that a framework is described in the specification 3 as a set of classes or templates that embodies an abstract design for solutions to a number of related problems, which is exactly what each of Miller, Daskalopulu and Lauritsen provide);

a multi-dimensional reinsurance contract framework object (insurance contracts Daskalopulu 65; Contract-Section-Condition multi-dimensions Daskalopulu 63; contract components expressed as objects Lauritsen 187;

a condition component framework (Lauritsen 187, 189);

a reinsurance contract object derived from the reinsurance contract framework (by definition of an instance; instances are in Daskalopulu);

one or more insured period objects derived from the multi-dimensional reinsurance contract framework, wherein each insured period object is a child of the reinsurance contract object;

one or more life cycle phase objects derived from the multi-dimensional reinsurance contract framework, wherein each life cycle phase object is a child of one of the insured period objects (Miller col. 3 lines 49-58 - history);

one or more amendment objects derived from the multi-dimensional reinsurance contract framework, wherein each amendment object is a child of one of the life cycle phase objects (Daskalopulu 65 - versions);

one or more section objects derived from the multi-dimensional reinsurance contract framework, wherein at least one section object is a child of one of the life cycle phase objects (Contract-Section-Condition Daskalopulu 63);

one or more condition objects derived from the condition component framework, wherein at least one condition object is a child of one of the section objects (Contract-Section-Condition Daskalopulu 63); and

wherein the one or more condition objects are configurable for the reinsurance transaction processing (Contract-Section-Condition Daskalopulu 63; AIG provides evidence that a reinsurance transaction is a species of the Daskalopulu insurance transaction genus); and

wherein the reinsurance contract comprises the transfer by a first insurer of at least a portion of the risk associated with a primary insurance contract to a second insurer to provide protection to the first insurer against the risk associated with the primary insurance contract (Definition of a reinsurance contract, as evidenced by AIG 48, REINSURANCE).

33. A carrier medium comprising program instructions for a graphical user interface, wherein the program instructions are computer-executable to implement a method of:

displaying a first window comprising one or more window panels and a navigational tool, wherein the navigation tool comprises one or more tool panels, wherein each of the one or more tool panels or each of the one or more window panels comprises one or more interface items for receiving user inputs, wherein the one or more window panels and the one or more

tool panels display data associated with one or more properties and one or more methods of a reinsurance contract object;

receiving a selection for a first interface item;

displaying a second window in response to receiving the selection for the first interface item, wherein the second window comprises one or more second window panels and the navigational tool; wherein the second window panels and the one or more tool panels display data consistent with receiving the selection for the first interface item;

receiving a selection for a second interface item to return to the first window;

wherein a hierarchy of windows comprises the first and second window and wherein the hierarchy of windows provides the graphical user interface to process a reinsurance business transaction, (Lauritsen 189-190 Knowledgeable Documents describing the preferred user interface for creating SGML documents with multiple interfaces, and Daskalopulu 67-68 An Example of a Drafting Session describing multiple windows for various parts of a contract document) and

wherein the reinsurance business transaction comprises the transfer by a first insurer of at least a portion of the risk associated with a primary insurance contract to a second insurer to provide protection to the first insurer against the risk associated with the primary insurance contract (Definition of a reinsurance contract, as evidenced by AIG 48, REINSURANCE), wherein the reinsurance contract object comprises one or more insured period objects, wherein each insured period object identifies a particular time period during which a particular reinsurance contract remains in effect, and wherein each insured period object comprises one or more life cycle phase objects, and wherein each life cycle phase object identifies a particular phase in a life cycle of the particular reinsurance contract during the particular time period (insurance contracts Daskalopulu 65; Contract-Section-Condition Daskalopulu 63; contract components expressed as objects Lauritsen 187,Miller col. 3 lines 49-58, - we note that life cycle phase objects are history as described by Miller and versions of contract portions as described by Daskalopulu 65) .

47. A system for amending one or: more conditions of a reinsurance contract, the system comprising:

a computer program; and

a computer system;

wherein the computer program is executable on the computer system to execute the method of (Miller col. 1 lines 10-15; a reinsurance contract is a species of the insurance contract genus taught by AIG):

identifying an inheritable class of objects to represent the one or more conditions of a reinsurance contract, wherein the reinsurance contract is represented by an reinsurance contract object, wherein the reinsurance contract object is a parent of a section object (insurance contracts Daskalopulu 65; Contract-Section-Condition Daskalopulu 63; contract components expressed as objects Lauritsen 187);

creating an instance of the inheritable class of objects to identify a condition object, wherein the condition object is a child of the section object (Lauritsen 187, 189); and

configuring properties and methods of the condition object consistent with the reinsurance contract to define an amended reinsurance contract (Miller col. 3 lines 49-58, - we note that an amendment is a change as described by Miller);

wherein the reinsurance contract comprises the transfer by a first insurer of at least a portion of the risk associated with a primary insurance contract to a second insurer to provide protection to the first insurer against the risk associated with the primary insurance contract (Definition of a reinsurance contract, as evidenced by AIG 48, REINSURANCE).

CONCLUSION

To summarize,

- The rejection of claims 1 to 32 and 47 to 51 under 35 U.S.C. § 103 as being unpatentable as obvious over Copeland in view of Underwood and Kelly, is *not sustained*.

- The rejection of claims 33 to 37 and 40 to 46 under 35 U.S.C. § 103 as being unpatentable as obvious over Underwood in view Copeland of and Kelly, is *not sustained*.

- Pursuant to 37 CFR § 41.50(b), we enter the following new grounds of rejection:

- Claims 1 through 14, 33 through 37 and 40 through 46 are rejected under 35 U.S.C. § 101 as being directed toward non-statutory subject matter

- Independent claims 1, 15, 27, 33 and 47 are rejected under 35 U.S.C. § 103 as being unpatentable as obvious over Daskalopulu, Lauritsen, AIG and Miller.

This decision contains a new ground of rejection pursuant to 37 CFR § 41.50(b) (effective September 13, 2004, 69 Fed. Reg. 49960 (August 12, 2004), 1286 Off. Gaz. Pat. Office 21 (September 7, 2004)). 37 CFR § 41.50(b) provides "[a] new ground of rejection pursuant to this paragraph shall not be considered final for judicial review."

37 CFR § 41.50 (b) also provides that the appellants, WITHIN TWO MONTHS FROM THE DATE OF THE DECISION, must exercise one of the following two options with respect to the new ground of rejection to avoid termination of the appeal as to the rejected claims:

(1) Reopen prosecution. Submit an appropriate amendment of the claims so rejected or new evidence relating to the claims so rejected, or both, and have the matter reconsidered by the examiner, in which event the proceeding will be remanded to the examiner . . . .

(2) Request rehearing. Request that the proceeding be reheard under § 41.52 by the Board upon the same record . . . .

No time period for taking any subsequent action in connection with this appeal may be extended under 37 CFR § 1.136(a)(1)(iv).

REVERSED AND NEW GROUNDS OF REJECTION UNDER 37 CFR § 41.50(b)

STUART S. LEVY
Administrative Patent Judge

ROBERT E. NAPPI
Administrative Patent Judge

ANTON W. FETTING
Administrative Patent Judge

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